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EXAMINER
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ART UNIT	PAPER NUMBER
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NOTIFICATION DATE	DELIVERY MODE
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

docketing@techlaw.com

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *November 04, 2009*.

2a)☒ This action is **FINAL**.   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *17-24,26-30,32,44-46,48,49,54,60-62,68-70 and 72-76* is/are pending in the application.

  4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *17-24, 26-30, 32, 44-46, 48-49, 54, 60-62, 68-70, and 72-76* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

  Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

  Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

  a)☐ All   b)☐ Some *   c)☐ None of:

    1.☐ Certified copies of the priority documents have been received.

    2.☐ Certified copies of the priority documents have been received in Application No. _____.

    3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

  * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☐ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☐ Information Disclosure Statement(s) (PTO/SB/08)
    Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____.

5)☐ Notice of Informal Patent Application

6)☐ Other: _____.

DETAILED ACTION

1.   Claims 17-24, 26-30, 32, 44-46, 48-49, 54, 60-62, 68-70, and 72-76 are examined on the merits.

REMARKS

2.   Applicant's arguments filed November 04, 2009 have been fully considered but they are not persuasive.

3.   On page 10, Applicant argues Becka does not teach "identifying a first object" and "identifying a second object" which is not persuasive because as cited Becka identifies the entity that delivers the product and/or service is referred to as the "provider" of a contract. The entity that is to receive the product and/or service is referred to as the "customer" of a contract. The above identified provider and customer of a contract reasonably describes the argued limitation.

4.   Applicant argues Becka does not teach "determining a relationship between the first object and the second object" which is not persuasive because as cited Becka discloses contracts represent agreements between entities within an organization. Further, the contract object can also include a Contract State attribute that identifies a state of the contract (e.g., proposed, agreed, delivered, and completed), where movement between the various contract states is governed by a contract state machine. The cited disclosure reasonably describes the argued limitation.

5.   Applicant argues Becka does not teach "using the contract object to represent the relationship between the first object and the second object which is not persuasive because Becka discloses contracts represent agreements between entities within an organization. Typically, this agreement is for a first entity to deliver some product and/or service to a second entity within

some time frame. The entity that delivers the product and/or service is referred to as the

"provider" of a contract. The entity that is to receive the product and/or service is referred to as

the "customer" of a contract. Further, the contract object can also include a Contract State

attribute that identifies a state of the contract (e.g., proposed, agreed, delivered, and completed),

where movement between the various contract states is governed by a contract state machine.

The cited disclosure reasonably describes the argued limitation.

6.   On page 11, Applicant argues Becka does not disclose "associating a first rule with the

contract, the first rule including a first event that can occur to the first object and a first action"

which not persuasive because Becka discloses rules listen for events of interest that occur in the

system. In one embodiment, event sources include system objects that represent various items

such as activities, containers, contracts, resources, and external systems (page 2, [0024). Further,

activity objects, container objects, and contract objects, being examples of event sources, can be

used to initiate some action that is defined by a rule. For example, a change in the expected due

date of an activity, a change in the set of tasks within a project, or a change in a state of a

contract can represent an event within the system that gives rise to an automated action (e.g.,

email notification). In one embodiment, rules use triggers to select events of interest. Possible

triggers include a system object attribute change trigger, a system object association change

trigger, a timer expiration trigger, a system object delete trigger, a problem domain specific

trigger, and an external event trigger (page 2, [0029] to [0030]). As for the argued accessing the

firs rule..., Becka disclose activity objects, container objects, and contract objects, being

examples of event sources, can be used to initiate some action that is defined by a rule. For

example, a change in the expected due date of an activity, a change in the set of tasks within a

project, or a change in a state of a contract can represent an event within the system that gives

rise to an automated action (e.g., email notification) (page 2, [0029]). In order for an automated

action to occur, the rules which define the contract objects have to be accessed.

7.   Applicant argues Becka does not teach at least "receiving the first event", which is not

persuasive because Becka disclose activity objects, container objects, and contract objects, being

examples of event sources, can be used to initiate some action that is defined by a rule. For

example, a change in the expected due date of an activity, a change in the set of tasks within a

project, or a change in a state of a contract can represent an event within the system that gives

rise to an automated action (e.g., email notification) (page 2, [0029]). The changes cited above

have been reasonably interpreted as the argued "first event."

8.   Applicant argues Becka does not teach "updating at least one of the contract object and

the second object according to the first action responsive to the first event," which is not

persuasive because Becka discloses supported response actions include Create, Update, Bind,

Unbind, Copy, Execute, and Notify actions. Here, the Create action creates an instance of the

specified system object, the Update action Updates an attribute of the specified system object,

the Bind action binds one or more system objects to another system object, the Unbind action

unbinds one or more system objects from another system object, the Copy action copies a system

object, the Execute action causes the action (e.g., triggering of a rule) defined by the target

system object or target external system command (e.g., execute a program) to be performed, and

the Notify action sends a notification of a given type (e.g., e-mail) to one or more recipients

(page 3, [0050]). Further, an update action is provided that is designed to change the Workflow

State attribute of the Task object to a value of "review." Finally, a second update action is

provided that is designed to change the State attribute of the Task object to a value of "Active."

In combination, these actions automatically provide status information to a future receiver of the

task deliverable and update the status attributes of the Task object (page 5, [0067]).

9.   On page 12, Applicant argues Becka does not disclose "the contract object is created and

used without participation by a user, the first object, or the second object." It is noted that the

instant specification discloses "a contract is an object created and used by the file system,

without the user having any awareness of the contract's existence (page 6, lines 11-13). Further,

entry 620 represents the user's request that a contract object be created (page 9, line 9). Becka

discloses automation tools are based on the concept of rules. Rules give individuals a mechanism

to specify actions that can be automatically executed based on the occurrence of specified events.

Examples of various actions include notifications (e.g., email), running queries, creating new

system objects, etc., while examples of various events include changes in an attribute or

association of a system object, expiration of a timer, external events, etc. (page 2, [0022]). A

system providing a mechanism that improves operational efficiency through process automation.

In one embodiment, process automation is enabled through rules that can be bound to system

objects (Abstract) such as contract objects (page 2, [0028], and [0029], e.g. automated action).

Therefore, the automation described by Becka reasonably anticipates the argued limitation as

supported by the instant specification.

10.   In regard to pages 13-17, the arguments are directed limitations which have been

addressed above. Therefore, the arguments are not persuasive as discussed above.

Claim Rejections - 35 USC § 102

11.   The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the

basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for a patent.

12.   Claims 17, 44, 77, and 78 are rejected under 35 U.S.C. 102(a) as being anticipated by

Becka et al. (US 2003/0074090 A1) (Becka hereafter).

13.   In regard to claims 17 and 44, Becka discloses a computer-implemented method for using

a contract object (page 2, [0028]), comprising:

Identifying first object (page 2, [0028], e.g. first entity);

Identifying second object (page 2, [0028], e.g. second entity);

Determining a relationship between the first object and the second object (page 2, [0028],

e.g. contracts represent agreement between entities within an organization);

using the contract object to represent the relationship between the first object and the

second object (page 2, [0028], e.g. contracts represent agreement between entities within

an organization);

associating a first rule with the contract object the first rule including a first event that can

occur to the first object and a first action (page 2, [0030], e.g. rules use triggers to select

events of interest);

receiving the first event (page 2, [0030], e.g. rules use triggers to select events of

interest);

accessing the first rule associated with the contract object (page 2, [0030], e.g. rules use

triggers to select events of interest); and

updating at least one of the contract object and the second object according to the first

action responsive to the first event (page 5, [0067], e.g. update action, and Figure 3, e.g.

update an object);

It is noted that Applicant on pages 10-11 of the remarks section, filed December 16,

2008, states that the claimed "the contract object is created and used without participation

by a user, the first object, or the second object" as being directed to "an automatic

operation." Becka discloses a system providing a mechanism that improves operational

efficiency through process automation. In one embodiment, process automation is

enabled through rules that can be bound to system objects (Abstract) such as contract

objects (page 2, [0028], and [0029], e.g. automated action).

In regard to claims 77 and 78, Becka discloses determining a relationship between the

first object and the second object includes determining the relationship between the first

object and the second object (page 2, [0028], e.g. contracts represent agreement between

entities within an organization), the relationship between the first object and the second

object having been established without the participation of the first object and the second

object. It is noted that Applicant on pages 10-11 of the remarks section, filed December

16, 2008, states that the claimed "the contract object is created and used without

participation by a user, the first object, or the second object" as being directed to "an

automatic operation." Becka discloses a system providing a mechanism that improves

operational efficiency through process automation. In one embodiment, process

automation is enabled through rules that can be bound to system objects (Abstract) such

as contract objects (page 2, [0028], and [0029], e.g. automated action).

14.   Claims 18, 20, 26, 45, 60, 61, and 68-70 are rejected under 35 U.S.C. 103(a) as being

unpatentable over Becka et al. (US 2003/0074090 A1) (Becka hereafter) as applied to claims 17,

44, 77, and 78 above, and further in view of Gorur et al. (April 2003).

15.   In regard to claims 18 and 20, Becka describes the claimed invention except for the

limitations below. However, Gorur discloses the method comprising:

Identifying a first objection includes identifying a plurality of first objects (Figure 2,

especially, Items 222, 224, 226, and 228);

Determining a relationship includes determining a plurality of relationships between each

of the first objects and the second object (page 6, [0081, especially, "the

interrelationships between contracts and contract participants"); and

Using the contract object includes using a plurality of contract objects to represent the

plurality of relationships between the plurality of first objects and the second object (page

6, [0081, especially, "the interrelationships between contracts and contract participants").

Gorur describes an "invention relates generally to enterprise management, and more

specifically to a system and method for improving collaboration between entities in a

work environment" (page 1, [0006]) requiring software objects (page 2, [0026]). Becka

discloses a system providing a mechanism that improves operational efficiency through

process automation. In one embodiment, process automation is enabled through rules that

can be bound to system objects (Abstract) such as contract objects (page 2, [0028]).

Therefore, it would have been obvious to one of ordinary skill in the art to modify the

software objects of Gorur to improve operational efficiency through process automation as described by Becka.

16.   In regard to claim 26, Gorur in view of Becka discloses associating a second rule with the contract object, the second rule including a second event that can occur to the second object and a second action (page 4, [0050], "rules can be defined to produce an action upon the satisfaction of a condition…in the context of an event, such as entering or exiting" and "added or moved").

17.   In regard to claim 60, Gorur in view of Becka discloses receiving the second event (page 4, [0050], "added or moved"); accessing the second rule associated with the contract object (page 4, [0050], "rules can be defined to produce an action upon the satisfaction of a condition…in the context of an event, such as entering or exiting"); and updating at least one of the contract object and the first object according to the second action responsive to the second event (page 4, [0050], "a rule can be defined such that all contract participants are alerted when contract state machine 100 changes state…a participant is notified when they are added or removed as the provider or customer of a contract.")

18.   In regard to claim 61, Gorur in view Becka discloses rules as applied to the plurality of events. Therefore, the alerting when the contract state machine changes state as correspond to the added or removed event as been interpreted as "selecting the second rule from a plurality of rules based receiving the second event occurring to the second object" (participants).

19.   In regard to claims 45 and 68-70, Gorur in view Becka discloses the computer readable medium (claim 30) for implementing the above cited method.

20.   Claims 19, 21-24, 27-30, 46, 48, 49, and 76 are rejected under 35 U.S.C. 103(a) as being

unpatentable over Becka et al. (US 2003/0074090 A1) (Becka hereafter) and Gorur et al. (April

2003) (Gorur hereafter) as applied to claims 17, 18, 20, 26, 32, 44, 45, 60, 61, 68-70, 77, and 78

above, and further in view of Yin et al. (US 2002/0091539) (Yin hereafter).

21.   In regard to claims 19, 21, and 46, Gorur in view of Becka describes all the limitations of

said claims except for the limitations "each contract object represents the relationship between

exactly one of the plurality of first objects and the second object." Yin describes each contract

object represents the relationship between exactly one of the plurality of first objects and the

second object (Figure 9, especially, Contract class, ProviderAccountId (FK),

ConsumerAccountID (FK), and ParentContracId(FK)) wherein the schema of Figure 9 represents

the mapping between the contract object and the first and second objects. Yin describes "need

exists for a method and a system to over come the…short coming of the prior art contract

management system and provide a centralized contract system…a multilateral environment"

(page 2, column 2, last 3 lines, to page 3, column 1, line 3). Gorur describes an "invention

relates generally to enterprise management, and more specifically to a system and method for

improving collaboration between entities in a work environment" (page 1, [0006]) requiring

software objects (page 2, [0026]). Becka discloses a system providing a mechanism that

improves operational efficiency through process automation. In one embodiment, process

automation is enabled through rules that can be bound to system objects (Abstract) such as

contract objects (page 2, [0028]). One of ordinary skill in the art at the time of the invention

would have been motivated by Yin to modify the software objects of Gorur to permit

collaboration between principal objects to achieve a task using contract objects as described by

Becka. Therefore, it would have been obvious to one having ordinary skill in the art at the time

of the invention was made to use the contract management system of Gorur in view of Becka

with mapping described by Yin.

22.   In regard to claims 22, 23, 28-30, 48, and 49, Gorur in view of Becka describes all the

limitations of said claims except for the limitations of locators and identifiers. Yin describes a

Contract Object comprising locators and identifiers (Figure 9, especially, Contract class,

ProviderAccountId (FK), ConsumerAccountID (FK), and ParentContracId(FK)). Therefore, it

would have been obvious to one having ordinary skill in the art at the time of the invention was

made to use the contract management system of Gorur in view of Becka with the locators and

identifiers described by Yin.

23.   In regard to claim 24, Gorur in view of Becka describes all the limitations of said claims

except for the limitations "storing a metadata for the first object in the contract object." Yin

describes "storing a metadata for the first object in the contract object" (page 3, [0023],

especially, "associates multiple sets of metadata elements…", page 3, [0026], especially,

"Partners add contracts, contract metadata…", and Figure 12, especially, "CONTRACT

METADATA"). Therefore, it would have been obvious to one having ordinary skill in the art at

the time of the invention was made to use the contract management system of Gorur in view of

Becka with the contract metadata described by Yin.

24.   In regard to claims 27 and 76, Gorur in view of Becka describes all the limitations of said

claim. Further, Gorur describes a collection objection (page 4, [0055], especially, "the

assignment of entire groups of users to activities and rules", and [0061], especially, "Summary

tasks are similar to projects as they represent a collection of smaller activities"). However,

Gorur in view of Becka do not describe the limitation "a file object". Yin describes a file object

(page 12, [0233], especially, logical object containing the file name). Therefore, it would have

been obvious to one having ordinary skill in the art at the time of the invention was made to use

the contract management system of Gorur in view of Becka with a file object as described by

Yin.

25.   Claims 32 and 72-75 are rejected under 35 U.S.C. 103(a) as being unpatentable over

Becka et al. (US 2003/0074090 A1) (Becka hereafter) as applied to claims 17, 44, 77, and 78

above, and further in view of Baker et al. (US 5381545 A) (Baker hereafter).

26.   In regard to claims 72, 74, and 32, Becka describes the claimed invention except for the

limitation of recording an entry in a transaction log, the entry representing that the contract

object is to be created to relate the first object and the second object. Baker describes recording

an entry in a transaction log, the entry representing that the contract object is to be created to

relate the first object and the second object (column 2, lines 57-67, e.g. a transaction

management system having means for processing stored data as a series of logical units of work

(LUWs), with updates to the stored data made during each LUW being committed at a commit

point for that LUW; means for maintaining a log of updates made to the stored data). Becka

discloses a system providing a mechanism that improves operational efficiency through process

automation. In one embodiment, process automation is enabled through rules that can be bound

to system objects (Abstract) such as contract objects (page 2, [0028]). One of ordinary skill in

the art at the time of the invention would have been motivated by Becka to apply the well known

in the art feature of data backup described by Baker to improve operational efficiency through

process automation. Therefore, it would have been obvious to one having ordinary skill in the

art at the time of the invention was made to use the system of Becka with the data backup of

Baker to improve operational efficiency through process automation.

27.   In regard to claims 73 and 75, Becka describes the claimed invention except for the

limitation of removing the entry from the transaction log after the contract object is created.

Baker describes the limitation of removing the entry from the transaction log after the contract

object is created (column 8, lines 34-42, e.g. writes an update entry to the recovery log, and

deleted when that LUW completes). One of ordinary skill in the art at the time of the invention

would have been motivated by Becka to apply the well known in the art feature of data backup

described by Baker to improve operational efficiency through process automation. Therefore, it

would have been obvious to one having ordinary skill in the art at the time of the invention was

made to use the system of Becka with the data backup of Baker to improve operational efficiency

through process automation.

28.   Claims 54 and 62 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur

et al. (April 2003) (Gorur hereafter), and Yin et al. (US 2002/0091539) (Yin hereafter) in view of

Becka et al. (US 2003/0074090 A1) (Becka hereafter), and as applied to claims 17-24, 26-30, 32,

44-46, 48, 49, 60, 61, 68-70, and 76-78 above, and further in view of Kulkarni (1995).

29.   In regard to claims 54 and 62, Gorur in view of Becka, and Yin describes the limitations

of said claims. Further, Yin describes "a clause type is selected...equipment update clause..."

(page 13, [0245]) wherein "the metadata for association can include contract clauses..." (page

11, [0193]). However, Gorur in view of Becka, and Yin does not describe the limitation of a

rename event. Kulkarni describes a rename event such rename a file (page 85, Table 5.1). Yin

describes "need exists for a method and a system to over come the...short coming of the prior art

contract management system and provide a centralized contract system…a multilateral environment" (page 2, column 2, last 3 lines, to page 3, column 1, line 3). Gorur describes an "invention relates generally to enterprise management, and more specifically to a system and method for improving collaboration between entities in a work environment" (page 1, [0006]) requiring software objects (page 2, [0026]). Becka discloses a system providing a mechanism that improves operational efficiency through process automation. In one embodiment, process automation is enabled through rules that can be bound to system objects (Abstract) such as contract objects (page 2, [0028]). Kulkarni describes a new approach to flexibility in system software (Abstract etc.) wherein contract objects are key to the new approach (page 54, section 4.1.1.5). One of ordinary skill in the art at the time of the invention would have been motivated by Yin to modify the software objects of Gorur in view of Becka, and Kulkarmi to permit collaboration between principal objects to achieve a task using contract objects. Therefore, it would have been obvious to one having ordinary skill in the art at the time of the invention was made to use the rename event of Kulkarni to overcome the short coming of the prior systems to permit collaboration between principal objects to achieve a task using contract objects.

30.   **THIS ACTION IS MADE FINAL**. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

31.   A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37

CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

32.   Patent applicants with problems or questions regarding electronic images that can be viewed in the Patent Application Information Retrieval system (PAIR) can now contact the USPTO's Patent Electronic Business Center (Patent EBC) for assistance. Representatives are available to answer your questions daily from 6 am to midnight (EST). The toll free number is (866) 217-9197. When calling please have your application serial or patent number, the type of document you are having an image problem with, the number of pages and the specific nature of the problem. The Patent Electronic Business Center will notify applicants of the resolution of the problem within 5-7 business days. Applicants can also check PAIR to confirm that the problem has been corrected. The USPTO's Patent Electronic Business Center is a complete service center supporting all patent business on the Internet. The USPTO's PAIR system provides Internet-based access to patent application status and history information. It also enables applicants to view the scanned images of their own application file folder(s) as well as general patent information available to the public.

33.   For all other customer support, please call the USPTO Call Center (UCC) at 800-786-9199. The USPTO's official fax number is 571-272-8300.

34.   Any inquiry concerning this communication or earlier communications from the examiner should be directed to C. Dune Ly, whose telephone number is (571) 272-0716. The examiner can normally be reached on Monday-Friday from 8 A.M. to 4 P.M.

35.   If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Tim Vo, can be reached on (571)272-3642.

/Cheyne D Ly/
Primary Examiner, Art Unit 2168